



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

PUBLIC SAFETY AND CORRECTIONS COMMITTEE

TUESDAY, FEBRUARY 3, 2009

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes of the Justice and Public Safety Committee Dated 11-10-08 (previously distributed)
5. Public Participation
6. Grant Community Corrections Permission to Submit a Request for Additional Funds for Their "Alcohol Specific Program" (mailed)
7. Approve Letter of Understanding Between St. Clair County and Macomb County for FY 2008 Operation Stonegarden Grant Program and Accept Grant Award/Emergency Management and Communications Department (mailed)
8. Receive and File Report on Hazardous Materials Emergency Planning 2008-2009 Grant/ Emergency Management and Communications Department (mailed)
9. Request Audit of Sheriff's Department Civil Division (mailed)
10. New Business
11. Public Participation
12. Adjournment

MEMBERS: DiMaria-Chair, Boyle-Vice Chair, J. Flynn, Mijac, Sauger, Rocca, Doherty, Crouchman, Tocco and Gielegghem (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

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RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO grant Community Corrections permission to submit a request for additional funds for their "alcohol specific program", in the amount of \$161,845 from the State with no matching funds from the County.

INTRODUCED BY: Commissioner Phillip DiMaria, Chair of Public Safety and Corrections Committee

COMMITTEE/MEETING DATE

Public Safety & Corr. 2-3-09

Macomb County CPS New Initiative

Abstract

Macomb County Community Corrections currently has an alcohol specific program that targets convicted OUIL III offenders in the "intermediate" range of SGL's. As the program has continued and developed we have determined that there is a need to provide services to other alcohol related cases that fall outside the current target group.

While intervention for offenders with drug abuse issues generally are treated the same as those with alcohol abuse issues we have found that tailoring programming specifically to deal with alcohol issues can be beneficial to the offender's success.

"Alcoholism is a primary, chronic disease with genetic, psychosocial and environmental factors influencing its development and manifestations. The disease is often progressive and fatal. It is characterized by continuous or periodic: impaired control over drinking, preoccupation with the drug alcohol, use of alcohol use despite adverse consequences, and distortions in thinking, most notably denial." (ASAM, 2001).

With additional funding we will be able to provide program activities including intensive case management and will be able to fill current gaps in services including:

- (1) Immediate access to treatment, inpatient or outpatient or both if assessed as needed.
- (2) Assist participants in reaching self sufficiency by dealing with all aspects of daily living, housing, employment, medical care, transportation, life skills, and coordination of entitlements if necessary.

A. Program Narrative

The purpose of this service is to screen, assess, develop and implement client-specific treatment plans for offenders with alcohol abuse issues. Defendants may be referred to community-based programming, alcohol monitoring, residential facilities or other resource options. The coordinator will develop a client specific plan and make recommendations to the Court as an alternative to or reduction of incarceration. The coordinator will monitor the offender for three to six months coordinating additional auxiliary services and other community services.

The Target Population

The target group for the program will be individuals charged or convicted of an alcohol related offense that have been identified as having a pattern of alcohol abuse issues and do not have a pattern of assaultive behavior. This will include individuals in the straddle cell range and above, as well as misdemeanants and un-sentenced individuals, which has been a local priority due to jail utilization statistics.

Number of Individuals to Be Served

Our goal will be to provide comprehensive services and case management for 50 individuals. We anticipate 25 individuals will be straddle cell and above and 25 will be lower level or un-sentenced offenders. In addition to those that go through the entire process, referrals will be given to all candidates that are screened and more limited services will be provided to another 100 offenders.

Nature of the Problem/Extent of the Need

According to the Bureau of Justice Statistics data on alcohol and crime, we know that nearly 4 in 10 violent victimizations involve use of alcohol, about 4 in 10 fatal motor vehicle accidents are alcohol-involved; and about 4 in 10 offenders, regardless of whether they are on probation, in local jail, or in state prison, self-report that they were using alcohol at the time of the offense. In Macomb County a 2005 jail wide survey was conducted of all inmates and 127 inmates or 13% reported they were incarcerated for an alcohol related charge and 36% reported that they felt they had a drug/alcohol problem. Ten percent said they thought they needed treatment after they were released.

One major issue that is consistently problematic in working with this population is that alcohol is socially acceptable, considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. But for some people drinking gradually gets out of control and results either in regular binge-drinking, heavy harmful drinking or alcohol dependence.

An initial treatment goal for alcohol dependence is to increase rates of abstinence. An effective alcohol treatment plan provides the client with many tools to prevent relapse. It is necessary to address many aspects of the alcohol abuser including behavioral, psychological, and physical aspects of alcohol dependence. Alcohol can negatively affect nearly every aspect of their lives, so comprehensive intervention is crucial to the client making a full and lasting recovery.

B. Proposed Service/Practice

Our first goal will be to target a group of non-violent offenders who have a pattern of alcohol specific issues and offenses. The coordinated treatment, case management and other services will provide the treatment and supportive service needs of the participants and also provide the level of community supervision necessary to meet public safety needs.

The program will build on the current Community Corrections' program that targets convicted OUIL III offenders in the "intermediate" range. We will contract for additional groups that have been utilized in our current program and utilize other community resources such as Macomb Traffic Safety Association classes and other auxiliary services to meet the needs of the offender with alcohol abuse/dependence.

Case Management

Intensive Case Management services will be provided by the program's Coordinator. The Coordinator will evaluate the needs of the participant and will actively engage participants in their developing a specialized plan while respecting the individual's right to choice and privacy. They will provide individual counseling, monitoring, and facilitating participant's access to immediate services while working with local agencies and community groups to coordinate access for longer term services. The Coordinator will work closely with professionals with expertise in areas such as substance abuse treatment, vocational rehabilitation, housing, legal

assistance, entitlement programs and others. The ultimate goal is to work with participants to get them to a level of self-sufficiency and independence and focusing on rebuilding family and/or community connections.

Outpatient Treatment

Alcohol Outpatient Group- This eight week once a week, 3 hour alcohol specific education class addresses topics about substance addiction, learning to function without alcohol while dealing with family, work and criminal justice issues. The classes use structured lectures, videotapes, and other informational resources.

Session Topics include:

Dynamics of chemical dependency

- ❖ Communication skills and Life skills building
- ❖ Problem solving
- ❖ Cognitive Therapy
- ❖ Behavior Modification
- ❖ Stress Reduction and coping skills
- ❖ The role of guilt and need for self-esteem
- ❖ Developing support systems
- ❖ Relapse Prevention
 - Preparing for abstinence
 - Positive leisure-time pursuits
 - Breaking old schemes, healthy vs. unhealthy choices
 - Reducing painful emotions/cognitive distortion
 - Improving problem solving
 - Reducing maladaptive behaviors
 - Relapse symptomology & prevention
 - The role of family in recovery
 - Importance of continue support groups

*Based on the resources from the combined best practice models from the Hazelden Foundation and Terence T. Gorski, The GORSKI-CENAPS Clinical Model.

Individual and Family Counseling

When enrolled in the program, participants will also receive individual sessions to discuss issues specific to the person and reviewing progress to date. These may include family sessions when issues arise. Additional family sessions will be available for families that want to participate. Emphasis will be put on educating and supporting families by helping the family members to understand and recover from the emotional and financial devastation created by alcohol addiction. In addition, education will help the family identify when the person is ready for change and will help support the participants stay on track.

If more intense counseling/treatment is required, they will be referred to the Macomb Office of Substance Abuse that provides services based on income.

Traffic Association of Macomb Education Class

Level 1 is a ten-hour educational program that offers basic information about alcohol, how it affects the human body, the disease process of alcoholism and up-to date drinking and driving

laws. Level 2 is for a client with multiple alcohol offenses and/or may have had previous treatment, counseling, or educational class that meets in the evening and Saturdays for a total of 10 hours.

Alcohol Awareness Weekend

This program was designed as an intensive learning weekend at the Macomb County Jail for the offender, one that will both inform and challenge its participants. This program combines methodologies from several different programs into one. It includes an Alcohol Highway Safety Program education component, a MADD Victim Impact Panel and Clinton Counseling Center provides a psycho/social assessment along with a Substance Abuse Subtle Screening Inventory.

Residential Treatment

There is a need for residential treatment for some participants. While there is funding available for some felony offenders that meet sentencing guideline criteria, there is little funding for those that fall below those guidelines or those who are not sentenced.

Secure Continuous Random Alcohol Monitoring Tether (SCRAM)

The use of the SCRAM will be a component of the program necessary to provide reinforcement for individuals returning to the community from incarceration or those who cannot abstain from the use of alcohol without continuous monitoring. The SCRAM utilizes the science of transdermal alcohol testing to measure the amount of alcohol that migrates through the skin in order to determine a person's blood alcohol content. Offenders have no ability to ignore a request for testing or miss a scheduled test. Offenders are able to maintain a normal daily routine and we can ensure that they are tested regularly. The ankle bracelet is both tamper proof and water resistant. Offenders have the ability to travel and still be monitored 24 hours a day for alcohol usage.

Incentives

Small incentives will be utilized for milestones achieved in completing steps in the offender's treatment plan. These will include things such as 12-step items and other motivational material that will focus on getting the participant to utilize their free time with productive activities, as well as activities that include family unification.

C. Proposed Implementation Approach

How the Program will be Implemented

Community Corrections screens, assesses and makes recommendations for individuals for alternatives to incarceration and sentencing to the Courts for non-assaultive offenders. We will work closely with the District Court Judges, Circuit Court Judges, and Probation Agents in the county for cases that are eligible to be diverted from or have a reduction of incarceration time by participating in this program.

The screening/assessment, recommendations, supervision, and case management components of the program will begin at the programs inception and will follow the process that is currently being used in Community Corrections' other programs.

The first step in the project is the identification of this population that will be achieved through the current screenings conducted by Community Corrections' substance abuse clinicians. Once identified, a file will be opened that includes biographical and criminal history information. Information will be obtained from the jail's Offendertrak information database, the Law Enforcement Information Network (LEIN), Secretary of State Records, Michigan Department of Corrections database, Offender Management Network Information (OMNI), court information from the counties Courtview database, as well as court dispositions and probation orders when available.

The program's Coordinator will then conduct an assessment with the offender to gather additional information. Needs are determined during the assessment process and are substantiated through various assessment tools, including the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) risk and needs assessment, the Substance Abuse Subtle Screening Inventory (SASSI-3) and ASAM criteria. The offender will receive an overview of the program and the expectations of compliance. The offender needs to "want" help and have a good working relationship with the Coordinator to accomplish goals. The offender may choose not to participate.

If deemed appropriate for the program, the Coordinator then makes recommendations to the courts for enrollment. If recommendations are approved, the Coordinator will then meet with the offender to review the individualized plan, giving them contact information and makes appointments for the participant for their treatment appointments or schedule residential treatment and transportation to the site if assessed as needing this level of care.

While in the program the Coordinator will meet with the client to review additional needs. These needs will be continually reviewed and adjusted for the duration of the client's time in the program. Additional community services that may be needed include employment screenings, health care services eligibility screenings, long-term housing options, enrollment into additional outpatient treatment programs and other necessary programs/services identified by the needs assessment. Services will be coordinated through Michigan Works and the Department of Human Services for possible assistance. Transportation and other basic needs will be reviewed.

Communication with the treatment and service providers will be ongoing and the court, through the probation department, will be updated with progress and compliance. The Coordinator and treatment providers will set up aftercare plans. The clients will be allowed and encouraged to contact the Coordinator after program completion if additional support is needed.

D. Performance Assessment and Data

How data will be used to manage the program to assure quality improvements

The data will be used to compile quarterly reports to be reviewed by the Community Corrections Manager and Program Coordinator to make adjustments to the program. The report will highlight areas where the program is not meeting the objectives and areas of additional services/resources needs. The information will be used to plan for future improvements as the program matures.

Outcome Evaluation:

Program Outcome Indicators/Measures:

- 1) Level to which a sustained reduction in the use of alcohol is achieved
- 2) A measurable compliance with treatment programs/plans completions
- 3) Bed days saved
- 4) Level to which an individual's identified needs for services is reduced

Program Outcome Objectives:

Participants considered "successful" are those who comply with treatment expectations as to attendance and participation and comply with alcohol monitoring requirements. We expect that 70% of participants will be able to remain compliant in alcohol monitoring and will remain in appropriate treatment until completed. We expect to save 2000 bed days (25 at an average reduction of 60 days and 25 with an average reduction of 20 days).

The positive changes in the participant's risk to public safety will be measured by documentation of utilization of services provided to address individual's identified needs as observed by the Coordinators reports, Probation Officers, and participants self-reporting. The program development will be documented with quarterly reports compiled by the Coordinator for review by the Manager and Coordinator.

Why This program Should Be Funded

This program has the key elements to build upon a current diversion program to address the need of a larger target group of alcohol abusers. We have been able to use proven and recognized "best practice" models in many of our current programs and will be able to use what we have learned to increase the effectiveness of working with this group. In addition, we will be able to provide more programming for straddle cell cases, as well as a local priority of lower level and unsentenced individuals in the jail for better jail utilization. We will also be able to increase our collaboration with local community agencies as we continue to look for resources to more effectively manage this group.



E: Budget Justification

BUDGET DETAIL WORKSHEET						
A. Personnel						TOTAL
Contracted Coordinator						40,000
Sub-Total						40,000
B. Supplies						
Supplies-general office						500
Sub-Total						500
C. Contracts						
		Cost				
Outpatient-group (8 Week)		420.00	51	Weeks	21,420	21,420
Individual counseling (4 sessions)	4	60.00	50	Clients	12,000	12,000
Family counseling (4 sessions)	4	60.00	50	Clients	12,000	12,000
21 day inpatient treatment	#	60.00	20	Clients	25,200	25,200
SCRAM tether (10.50 per day & 75 hookup fee)		1,020.00	25	Clients	25,500	25,500
Traffic Association of Macomb Education Class		115.00	20	Clients	2,300	2,300
Alcohol Awareness Weekend		390.00	10	Clients	3,900	3,900
Sub-Total						102,320
D. Other Client Support						
Bus passes (3 mths)	3	47.00	25	Clients	3,525	3,525
Gas cards (1 per mth for 3 mths)	3	20.00	25	Clients	1,500	1,500
Vouchers-thrift store basic needs		20.00	25	Clients	500	500
Incentives (3 per client)	3	10.00	50	Clients	1,500	1,500
Sub-Total						7,025
E. Other Administration						
Administration/accounting						12,000
Sub-Total						12,000
Total						161,845

Justification

Supplies

Supplies will include basic office supplies for program activities.

Contractual Costs

The program will be managed by a contracted coordinator. The program will contract for an outpatient three hour once per week, alcohol specific group for 8 weeks for 50 clients and individual and or family counseling 4 sessions per client at \$60 per session. Residential treatment beds will be utilized for 21 days at the 60 per day for those that are not eligible for OCC Residential Service Beds. SCRAM Tether (24-hour alcohol monitor) will be utilized for this group at a daily fee of \$10.50 with a \$75.00 hook up fee for a three month period. We will utilize funds to pay for 25 clients for up to 3 months for 25 clients or until they are financially able to pay. Traffic Association of Macomb Education Classes will be utilized at the rate of \$115 per 10 hour program for 20 clients and 10 clients will be enrolled into the Alcohol Awareness Weekend at \$390. Other specialized outpatient treatment groups will be paid for through local funding.

Other-Client Support

Bus passes will be provided for up to 3 months at a cost of \$47. For offenders that have family members that are able to transport them to appointments but have financial problems, a \$20 gas card will be provide, one per month for up to 3 months. For clients needing additional support will include a thrift store voucher for clothes or basic needs will be provided. Clients will have the opportunity to receive incentives for meeting milestones in reaching their goals and objectives. These will include certificates for activities to promote productive activities and family unification, as well as motivational and 12-step material.

RECYCLABLE PAPER

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve a Letter of Understanding between St. Clair County and Macomb County for the FY 2008 Operation Stonegarden Grant Program and accept a grant award in the amount of \$177,686.00. There is no local match.

INTRODUCED BY: Commissioner Phillip DiMaria, Chairman, Public Safety & Corrections Committee

See attached report.

COMMITTEE/MEETING DATE

Public Safety & Corr. 2-3-09



EMERGENCY MANAGEMENT & COMMUNICATIONS

10 N. Main St., 1st Floor
Mount Clemens, Michigan 48043
586-469-5270 FAX 586-469-6439

Victoria Wolber
~~ADMINISTRATOR~~
Emerg. Mgmt.
Coordinator

January 23, 2009

TO: Phillip A. DiMaria, Chairman
Public Safety & Corrections Committee

FROM: Vicki Wolber, Emergency Management Coordinator *VW*
Emergency Management & Communications

RE: **FY 2008 Operation Stonegarden Grant Program Letter of Understanding – St. Clair County**

As you are aware the federal Department of Homeland Security has a myriad of grant programs that are offered through their office. In FY 2008 the Operation Stonegarden Grant Program was offered to select Michigan counties. Per the grant guidance the only eligible counties in Michigan were Chippewa, St. Clair & Wayne, as they all shared a border crossing with Canada. The intent of this grant program is to enhance law enforcement preparedness and operational readiness along the land borders of the United States.

In keeping with the organizational structure within the State of Michigan, this grant program was to be administered through the county Emergency Management Offices. Fortunately, due to our relationship with both St. Clair County & Wayne County Emergency Management Offices, we were allowed to be a part of their grant applications. Like us, they recognized our great need to be able to support our law enforcement activities along the border. In working together, we can mutually enhance each county's operations and strengthen our protection and preparedness efforts.

All three grant applications from the State were awarded funding through the FY 2008 Operation Stonegarden Grant Program. Attached is a Letter of Understanding from St. Clair County awarding Macomb County \$177,868.00 under this program. There is no local match required. Our office will administer and coordinate this grant program in Macomb County. The departments that are participating in this grant award are the Sheriff's Office, Chesterfield Township Police Department and

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the St. Clair Shores Police Department. Expenditures must be made in accordance with the grant guidance. Eligible expenditures include certain equipment purchases, overtime, travel, fuel, and vehicle & equipment maintenance for activities that support increased border security enhancement.

With your concurrence, please place this item on the February 3, 2009 Public Safety & Corrections Committee meeting. A *Contract Review* has been initiated on this agreement. If you have any questions please feel free to contact me at 469-6390. Thank you.

/vw

cc: Sheriff Mark Hackel, Sheriff's Office

TO: Paul Gielegem, Board Chairman
Board of Commissioners

FROM: Victoria Wolber, Emergency Management Coordinator
Emergency Management & Communications

SUBJECT: Contract/Program Review Request

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE:

PSC – February 3, 2009 and Full Board – February 26, 2009

Title: Letter of Understanding between St. Clair & Macomb Counties for the FY 2008
Operation Stonegarden Grant Program

Department: Emergency Management Contact Person: Victoria Wolber

Date Submitted: January 23, 2009 Telephone No.: 469-6390

Status: Check ☒ appropriate box

Initial ☒ Revision ☐ Extension ☐ Final ☐

Other (Please Explain Below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved _____ Date _____

Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved _____ Date _____

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved _____ Date _____

Rejected _____ Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation _____

**LETTER OF UNDERSTANDING BETWEEN THE
COUNTY OF ST. CLAIR AND MACOMB COUNTY
FOR THE FY 2008 OPERATION STONEGARDEN GRANT PROGRAM**

This letter of understanding is made this 7th day of January, 2009 between the County of St. Clair and Macomb County for expenditures made under the FY 2008 Operation Stonegarden Grant Program.

Macomb County's subgrantee award will be \$177,686 of the Operation Stonegarden Grant as approved by the St. Clair County Board of Commissioners to be used for eligible expenditures according to the grant guidance.

Macomb County agrees that all expenditures under the FY 2008 Operation Stone garden Grant Program will be made in accordance to the Grant Program Guidance.

Allowable Expenditures consist of the following:

- a. Operational Overtime, not to exceed 50% of the award, Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement
- b. Travel and Perdiem associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities
- c. Vehicle and Equipment maintenance
- d. Reimbursement for mileage, not to exceed 10% of the award
- e. Fuel cost, not to exceed 10% of the award
- f. National Guard deployments in support of border security activities
- g. Equipment, Urban Areas Security Initiative (UASI) and Law Enforcement Terrorism Prevention equipment categories found in the 2008 Authorized Equipment (<http://www.rkb.us/>)

This Grant is intended to support land border jurisdictions in the following:

- a. Achieving a greater capability to prevent, protect against, and respond to border security issues
- b. Encouraging local operational objectives and capabilities to enhance federal and State Homeland Security Strategies
- c. Increasing coordination and collaboration among Federal, State, local and Tribal law enforcement agencies
- d. Continuing the distinct capability enhancements required for border security and border protection
- e. Maintaining the established capabilities and other requirements promulgated in previous federal funding, guidance documents and related directives

Macomb County agrees that all expenditures under the FY 2008 Operation Stonegarden Grant Program will be in accordance with the Single Audit Act of 1984, P.L. 98-502, and the Single

Audit Act Amendments of 1996, P.L. 104-156 and Office of Management and Budget (OMB) Circular A-133.

The grant period will be from October 1, 2008 through December 31, 2009.

Any expenditures that are made by Macomb County under the Operation Stonegarden Grant Program will be submitted to the County of St. Clair for review and then forwarded to the State of Michigan for reimbursement. Once reimbursement is received from the State of Michigan by the County of St. Clair, a reimbursement will be sent to Macomb County for their expenditures. These purchases should be in compliance with the Single Audit Act mentioned above.

Macomb County agrees to the Operations Order that is in place.

The daily and weekly reimbursement forms will be used to submit the county's expenditures for reimbursement.

St. Clair County
Board of Commissioners

Wallace Evans, Chairperson

Shaun Groden, Administrator

Macomb County
Board of Commissioners

Paul Gielegthem, Board Chair

Witnessed

RECYCLABLE PAPER

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Receive and file a report from the Office of Emergency Management & Communications regarding the re-application and continuance of the 2008-2009 Hazardous Materials Emergency Planning Grant (HMEP).

INTRODUCED BY: Commissioner Phillip DiMaria, Chairman, Public Safety & Corrections Committee

See attached report.

COMMITTEE/MEETING DATE

Public Safety & Corr. 2-3-09



EMERGENCY MANAGEMENT & COMMUNICATIONS

10 N. Main St., 1st Floor
Mount Clemens, Michigan 48043
586-469-5270 FAX 586-469-6439

Victoria Wolber
Acting Director

January 23, 2009

TO: Phillip A. DiMaria, Chairman
Public Safety & Corrections Committee

FROM: Vicki Wolber, Emergency Management Coordinator *VW*
Emergency Management & Communications

RE: Hazardous Materials Emergency Planning (HMEP) 2008-2009 Grant

I would like to report that my office has again applied for and received a grant for reimbursement of costs involved with the county LEPC (Local Emergency Planning Committee). Attached is the grant agreement and accompanying paperwork. Since this is a continuing grant that is renewed every year, the Board Chair signs it without committee or board approval. There is an in-kind match of 20%, but as shown on Attachment "B", there is no cost to the county. However, as in the past, a **Contract/Program Review** has been completed prior to the grant being signed by the Board Chair.

We have been pre-approved to receive \$5,265.00. How much we actually receive is based on the number of new emergency response plans and plan updates that we submit for the county's "302" sites. A "302" site is a facility that handles an "extremely hazardous material" as defined by SARA Title III.

With your concurrence, please place this item on the February 3, 2009 Public Safety & Corrections Committee meeting. If you have any questions please feel free to contact me at 469-6390. Thank you.

VW/pml

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TO: William A. Crouchman, Chairman
Board of Commissioners

FROM: Victoria Wolber, Acting Director
Emergency Management & Communications

SUBJECT: Contract/Program Review Request

RECEIVED
NOV 14 2008
Risk Management & Safety

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE:
Justice & Public Safety Committee - December 01, 2008
Full Board Meeting - December 11, 2008

Title: 2008-2009 HMEP Grant

File#: _____

Department: Emergency Management

Contact Person: Victoria Wolber

Date Submitted: November 14, 2008

Telephone No.: 469-5270

Status: Check appropriate box

Initial

Revision

Extension -XX

Final

Other (Please Explain Below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved [Signature]

Date 11/14/08

Rejected _____

Date _____

OFFICE OF RISK MANAGEMENT

Approved [Signature]

Date 11/14/08

Rejected _____

Date _____

FINANCE DEPARTMENT

Approved [Signature]

Date 11/14/08

Rejected _____

Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation

RECEIVED

NOV 14 2008

MACOMB COUNTY
FINANCE

**STATE OF MICHIGAN
HAZARDOUS MATERIALS EMERGENCY PLANNING
2008-2009 GRANT AGREEMENT**

October 1, 2008 to September 30, 2009

CFDA Number: 20.703

This agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the sub-grantor) and the **Macomb County** Local Emergency Planning Committee (hereinafter called the sub-grantee).

I. Purpose

The purpose of this grant is to provide federal Hazardous Materials Emergency Preparedness (hereinafter called HMEP) funds to the sub-grantee for the review of new 302 hazardous materials emergency response plans, as well as the updating of previously submitted plans.

II. Statutory Authority

Funding for the 2008 Hazardous Materials Emergency Preparedness (HMEP) is authorized by Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.)

III. Grant Allocation

The total grant allocation for the **Macomb County** LEPC is **\$5,285**, which will be awarded as described in Attachment A, "Hazardous Material Emergency Preparedness Planning Grant Instructions." This allocation is dependent upon the level of federal funding for the HMEP program and may be reduced, if federal funding is reduced.

IV. Grant Terms

A. Responsibilities of the Sub-grantee

The sub-grantee agrees to comply with the following requirements:

1. Meet the LEPC eligibility requirements, as stated in Attachment A, Planning Grant Instructions, Section II.
2. Submit new 302 hazardous materials emergency response plans, and identify which facility plans were reviewed on the enclosed "Plan Review List" sheet, as stated in the 08-09 application (attached) to the Emergency Management and Homeland Security Division, no later than July 1, 2008. No extensions will be granted. If a "Continuation" grant was requested, the LEPC must meet the requirements stated in Attachment A, Planning Grant Instructions, Section IV.
3. Expend the planning grant for expenses incurred in developing the off-site response procedures including, but not limited to, per diem for LEPC members, printing, general office administrative expenses and equipment, and LEPC planning staff costs.
4. Forfeit a prorated share of the allocation for the number of reviews that were not submitted by the sub-grantee.

5. Account for all grant receipts and expenditures in accordance with generally accepted accounting procedures. In doing so, the sub-grantee agrees to comply with all financial and administrative requirements in accordance with the Federal Office of Management and Budget Circulars A-87, A-102, and A-133, as revised, located at <http://www.whitehouse.gov/omb/circulars/index.html> and the U.S. General Accounting Office Government Auditing Standards, located at: <http://www.gao.gov/govaud/ybk01.html>.
6. Retain all financial records, supporting documents, and statistical records, and all other records pertinent to the 2008 HMEP grant, for at least three years after the financial close-out date of this grant program for purposes of federal and/or state examination and audit.
7. Ensure that the required financial and compliance audits are performed in accordance with the Single Audit Act of 1984, as amended, and OMB Circular, A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
8. Ensure that 20 percent local matching for HMEP funds occurs, as described in Attachment B. This match must equal 20 percent of all funds received through this grant, even if the amount is different than what is stated in this agreement.
9. Ensure that federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The sub-grantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
10. Assure compliance with Title VI of the Civil Rights Act of 1964, as described within Appendix B of Attachment C.
11. Assure compliance with Federal Certifications, including Debarment and Suspension, Drug-Free Workplace, and Anti-Lobbying. (Attachment D)

B. Responsibilities of the Sub-grantor.

The sub-grantor agrees to do the following:

1. Provide the sub-grantee with the required report forms.
2. Provide copies of standards and other information it uses in determining acceptable work products.
3. Review work products against established standards.
4. Provide payment of the planning grant to the sub-grantee, when it has submitted the list of reviews in accordance with Attachment A, Planning Grant Instructions.
5. May prorate the reimbursement, if fewer numbers of reviews have been completed than the number required.

V. Limitation of Liability

The sub-grantor and sub-grantee to this Grant Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

VI. Third Parties

This Grant Agreement is not intended to make any person or entity, not a party to this Grant Agreement, a third party beneficiary hereof, or to confer on a third party any rights or obligations enforceable in their favor.

VII. Grant Agreement Period

This Grant Agreement is in full force and effect from **October 1, 2008 through September 30, 2009**. No costs eligible under this Grant Agreement shall be incurred before the starting date of this Grant Agreement, except with prior written approval. This Grant Agreement consists of two identical sets simultaneously executed; each is considered an original having identical legal effect. Either party may terminate this Grant Agreement by giving thirty (30) days written notice to the other party, stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the Grant Agreement. Upon any such termination, the sub-grantee agrees to return to the sub-grantor any funds not authorized for use, and the sub-grantee shall have no further obligation to make payments.

VIII. Entire Grant Agreement



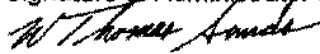
This Grant Agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between sub-grantor and sub-grantee, whether expressed, implied, or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both parties prior to the termination date set forth in Paragraph XI above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interests, or obligations hereunder without the prior consent of the other party. The sub-grantee agrees to inform sub-grantor immediately, in writing, of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget, or services are subject to prior written approval of sub-grantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

IX. Business Integrity Clause

The sub-grantor may immediately cancel the Grant Agreement without further liability to the sub-grantor or its employees, if the sub-grantee, an officer of the sub-grantee, or an owner of a 25 percent or greater share of the sub-grantee, is convicted of a criminal offense incident to the application for, or performance of, a state, public, or private grant or subcontract; or convicted of a criminal offense, including but not limited to, any of the following: Embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for state of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the sub-grantor, reflects on the sub-grantee's business integrity.

X. Certifications

Each individual signing this agreement certifies, by his or her signature, that he or she is authorized to sign this agreement on behalf of the responsible governing board, official, or agency.

	Steve Kovalcik
<hr/>	
Signature of LEPC Chairperson	
	William A. Crouchman
<hr/>	
Signature of Administrator of Agency Receiving Funds	
	
<hr/>	
Capt. W. Thomas Sands	
Deputy State Director of Emergency Management	
and Homeland Security	

<u>12-01-08</u>
Date
<u>12-5-08</u>
Date
<u>11/7/08</u>
Date

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PLANNING GRANT INSTRUCTIONS

I. GRANT PROGRAM DESCRIPTION

The Department of State Police, Emergency Management and Homeland Security Division (EMHSD) has been designated by the Governor's office to administer the Hazardous Material Emergency Preparedness (HMEP) planning grant program. Grants are being made available to Local Emergency Planning Committees (LEPCs) for the purpose of enhancing hazardous material response planning.

II. ELIGIBILITY REQUIREMENTS

In order to be eligible to receive funding through this grant, LEPCs must:

- A. Be legally appointed by the Michigan Emergency Planning and Community Right-to-Know Commission (otherwise known as the State Emergency Response Commission - SERC);
- B. Have an appointed chairperson *;
- C. Have an appointed information coordinator *;
- D. Have an appointed emergency management coordinator *;
- E. Meet regularly (at least quarterly) and have an established meeting schedule;
- F. Assure that a 20% in-kind match will be available for all funding received through this grant. In-kind match includes non-federally funded LEPC member time, office space, secretarial support, LEPC office and administrative expenses, etc.; and
- G. Assure county or municipal compliance with Title VI of the Civil Rights Act of 1964;
- H. Assure county or municipal compliance with the following certifications:
 - 1. Lobbying;
 - 2. Debarment, suspension and other responsibility matters, and
 - 3. Drug-free workplace requirements.

***As vacancies occur in these three positions, new appointments must be made and submitted to the EMD on the proper forms. The forms are available by contacting 517-333-2749 or on the web at Michigan.gov/msp (click on: Specialized Divisions → Emergency Management and Homeland Security Division → Hazardous Materials → Local Hazardous Materials Planning).**

Documentation for items B through E must be submitted with the application. (See Section VII.)

III. APPLICATION PROCESS

- A. **Deadline:** All applications must be received at the Emergency Management and Homeland Security Division (EMHSD) by September 15, 2007 and include an LEPC schedule for 2007-08. Applications without a schedule will not be processed.

- B. Application Mailing Address:** Submit the completed application to Mr. Jim Breuker, Michigan State Police, Emergency Management and Homeland Security Division, 4000 Collins Road, Lansing, MI 48910
- C. Agreement Finalized:** The EMHSD will review all applications for completeness and accuracy. LEPCs with approved applications will receive a signed HMEP Grant Agreement. This agreement will contain specific products which must be submitted by the LEPC to receive HMEP funding. Funding levels stated in the agreement are subject to the availability of federal funds. The LEPC must sign the original agreement and make one copy, retaining the copy for LEPC files. **The original signed agreement must be returned to the EMHSD; Attention: Mr. Jim Breuker by the date specified in the cover letter received with these instructions.**
- D. Matching Funds Identified:** When the LEPC receives the HMEP Grant Agreement, it will also receive a form on which to document the matching funds. It must be returned to the Emergency Management and Homeland Security Division with the HMEP Grant Agreement. This form is used to estimate matching funds based upon the proposed agreement amount. However, the grantee must match funds based on the amount of grant funding actually received for the contract period, **including additional funding received in excess of the agreement amount.**

IV. ALLOCATION FORMULA

- A. Plan and Update Payments:** The EMHSD will reimburse LEPCs for new and updated plans. The estimated reimbursement rate for 2007-2008 is \$160 for new plans and \$25 for updated plans. Facilities must be on the enclosed 302 site list dated July 2007, or be on the 302 site list by June 30, 2008. Plans that are added to the 302 site list after June 30, 2008 will not receive payment from the HMEP 2007-2008 Grant. To receive this funding, items C and/or D on the bottom of the "Local Emergency Planning Committee Application for Hazardous Material Emergency Preparedness Grant" form must be completed.
- B. Continuation Grant Payments:** An LEPC that has completed all required site plans or has no sites for which to plan is eligible for a \$600 continuation grant. To qualify for the continuation grant, an LEPC must meet at least quarterly and verify that meetings have been held by sending the Emergency Management and Homeland Security Division a copy of the meeting minutes or an attendance roster. An LEPC seeking the continuation grant must also complete updates for 25% of the plans previously completed, as long as the sites are still on the 302 list, unless it has no sites in its jurisdiction. To receive the continuation grant, items A or B, noted on the application form, must be completed, as applicable. An LEPC that has completed all plans on the 2006-2007 302 list but has had new site(s) added to the list during the 2007-2008 grant year will still be eligible for the \$600 continuation grant if it completes all plans during the 2007-2008 grant year for the new site(s) added to the list. If off-site response plans are not completed for all new sites

added to the 302 list, the LEPC will forfeit the \$600 continuation grant, but will receive payment for the new plans it does complete and also all updates that are completed.

V. PLANNING GRANT REQUIREMENTS

LEPCs are eligible for their allocation if they meet the following requirements:

- A. **Products:** The intent of the planning grant is to accomplish the development of new off-site Hazardous Material Response Plans and updates of previously submitted off-site response plans for each SARA Title III Section 302 site in Michigan. Plans must be submitted to the EMHSD, 4000 Collins Rd., Lansing, MI 48910 by the date specified in each LEPC's contract. A list of updated plans (A plan update includes verification and updating of the following: emergency contact information, types of extremely hazardous substances (EHS) and their quantities kept on site, storage locations, and any other items which may change over time) for sites on the current 302 site list must also be submitted by that date. The list must include the site name, DEQ I.D. number, and name of facility contact that assisted with the review. Each applying LEPC must submit a meeting schedule with at least quarterly meetings specified. Those LEPCs requesting the \$600 continuation grant noted in IV, above, must submit a meeting schedule with their application (due September 15, 2007) and a list of updated plans by July 1, 2008. In addition, those LEPCs requesting the \$600 continuation grant that have new sites added to the 302 sitelist (reference enclosed 302 site list, dated July 2007) must complete plans for all new sites.
- B. **Eligible Expenses:** Funds received from this grant are to be utilized for expenses that support and facilitate the development and/or updating of required off-site plans. These expenses include, but are not limited to:
 - Meeting room rental
 - Per Diem for LEPC members
 - Public notices
 - Printing costs
 - Office administrative expenses
 - LEPC staff costs
 - Equipment (The EMHSD has limited ability to approve the use of HMEP funds for equipment. Contact the EMHSD for specific information if you wish to use grant funds for equipment.)

Documentation of expenditures need not be submitted to the Emergency Management and Homeland Security Division, but must be made available upon request.

C. Off-Site Response Plans:

1. New off-site plans must be submitted to the appropriate EMHSD - District Coordinator for review by July 1, 2008. The plan submittal date is firm, there will be no extensions.
2. If an LEPC proposes to complete updates of previous plans, it must submit a list of completed updates to the EMHSD at the address noted in V. A., above, by July 1, 2008. **Note: The plan review list should be sent to the attention of Mr. Jim Breuker.**
3. If an LEPC completes fewer updates than it proposes, its award will be prorated according to the number of updates accepted by the EMHSD. The remainder of the allocation for that grant period will be forfeited.
4. If an LEPC has no Section 302 sites for which to develop off-site response plans, or it has submitted and been paid for all its plans, it may request a \$600 continuation grant. To receive this grant, an LEPC must:
 - a) meet at least quarterly (A meeting schedule must be submitted with the grant application)
 - b) complete plan updates
 - c) develop new plans for sites added after last year's list was received with the grant application

Note: Upon request, LEPCs may be required to make updated plans available to the EMHSD for verification purposes.

VI. REIMBURSEMENT PROCESS

Payment to LEPCs will be processed upon completion and acceptance of the requirements of the grant by the Emergency Management and Homeland Security Division.

VII. ITEMS TO INCLUDE WITH APPLICATION

- A. **HMEP Planning Grant Application.** (Appropriate boxes for the type of grant requested must be checked on the application.)
- B. **LEPC meeting schedule for the upcoming year.**

Questions concerning the Hazardous Materials Emergency Preparedness Planning Grant should be directed to Mr. Jim Breuker, Michigan State Police, Emergency Management and Homeland Security Division at 517-333-7776 or breukerj1@michigan.gov.

HMEP 2008-2009 PLANNING GRANT AGREEMENT

20% IN-KIND MATCH

The Macomb County LEPC has been allocated the funding amount specified in the attached grant agreement. Therefore, a 20% local fund match of \$1,053 is required.

The LEPC agrees to use the following as its 20% in-kind match:

(This can be any non-federal money from a government jurisdiction, industry, or other organization represented on the LEPC. Staff paid with EMPG/HSGP funds cannot be used for match.)

- ☒ **Planning Personnel:** Peter M. Locke, PEM
(name)
whose salary and fringe benefits cost \$ 19.27 per hour, will work approximately 500 hours on LEPC planning. $\$19.27 \times 500 = \9635.00
- ☒ **Secretarial:** Peter M. Locke, PEM
(name of employee or of secretarial service)
whose salary and fringe benefits cost \$ 19.27 per hour, will work approximately 20 hours on LEPC business. $\$19.27 \times 20 = \385.40
- ☐ **Office Space:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide a 120 square foot office located at 10 N. Main, Mt. Clemens, MI 48043 to the LEPC at a cost of \$ undetermined per square foot.
- ☒ **Mailing:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide \$ 50.00 toward LEPC related mailings.
- ☒ **Printing:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide \$ 200.00 toward LEPC related printing.
- ☒ **Other: (Describe)** IT Computer Support - \$200.00
Planning Department/GIS Staff - \$300.00

ATTACHMENT C

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

DEPARTMENT OF TRANSPORTATION

The County / City of Macomb
(hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

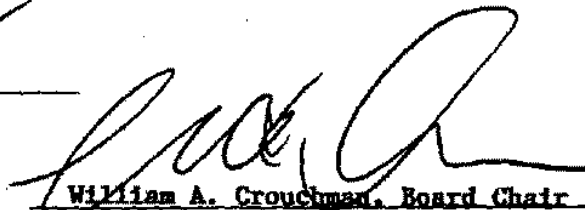
3. That the Recipient shall insert the clauses of Appendix B of this assurance in every contract subject to the Act and the Regulations.

4. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipients.

DATE

12-8-08


William A. Crouchman, Board Chair
(Recipient)

by

(Signature of Authorized Official)

APPENDIX B

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

DEPARTMENT OF TRANSPORTATION

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County / ~~City~~ of - Macomb or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County / ~~City~~ of Macomb or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County / ~~City~~ of Macomb shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies; and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the County / ~~City~~ of Macomb or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the County / ~~City~~ of Macomb to enter into such litigation to protect the interests of the County / ~~City~~ of Macomb, and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1986, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

* Address: County Building - 1st Floor
10 North Main St.
Mt. Clemens, MI 48043

___ If there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.805 and 85.810 --

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

*** NAME OF APPLICANT**

County of Macomb

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

* Name William A. Crouchman

* Title: Board Chair

SIGNATURE

DATE

08-13-1987

ATTACHMENTS

File Name

File Type

ED 80-0013

12/98

RECYCLABLE PAPER

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Request audit of Sheriff's Department Civil Division

INTRODUCED BY: Commissioner Phillip DiMaria, Chair, Public Safety and Corrections Committee

COMMITTEE/MEETING DATE

Public Safety and Corrections 2-3-09

